

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
HATTIESBURG DIVISION

CLINTON WILLIAMS

PLAINTIFF

VS.

CIVIL ACTION NO. 2:10-cv-205-KS-MTP

LIBERTY MUTUAL INSURANCE COMPANY
AND JOHN DOES 1-5

DEFENDANTS

STATE COURT FILE

COMES NOW the Defendant, Liberty Mutual Insurance Company, and files the attached true and correct certified copy of the file maintained by the Circuit Clerk of Greene County, Mississippi, regarding the above referenced matter.

This the 23rd day of August, 2010.

Respectfully submitted,

LIBERTY MUTUAL INSURANCE COMPANY

By: s/Ford Bailey
Ford Bailey (MS Bar No. 1686)
One of Its Attorneys

OF COUNSEL:

WELLS MARBLE & HURST, PLLC
300 Concourse Blvd., Suite 200
Ridgeland, Mississippi 39157
Telephone: (601) 605-6900
Facsimile: (601) 605-6901
fbailey@wellsmar.com

CERTIFICATE OF SERVICE

I, Ford Bailey, do hereby certify that I have this day filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

S. Robert Hammond, Jr., Esq.
Post Office Box 471
Hattiesburg, MS 39403-0471

ATTORNEY FOR THE PLAINTIFF

This the 23rd day of August, 2010.

s/Ford Bailey
Ford Bailey

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSISSIPPI

CLINTON WILLIAMS

PLAINTIFF

VS.

CIVIL ACTION NO. 2010-136(1)

LIBERTY MUTUAL INSURANCE COMPANY
AND JOHN DOES 1-5

DEFENDANTS

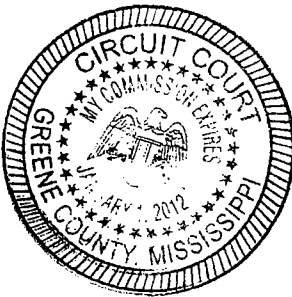
CERTIFICATE OF CLERK

I, Cecelia Bounds, Circuit Clerk of Greene County, Mississippi, hereby certify that the attached pleadings are a true and correct copy of the complete file contained in the records of the Circuit Clerk of Greene County, Mississippi, in the above-styled matter.

GIVEN under my hand and seal of office, this the 20th day of August, 2010.


CIRCUIT CLERK

(Seal)



COVER SHEET**Civil Case Filing Form**(To be completed by Attorney/Party
Prior to Filing of Pleading)

Court Identification Docket #

Case Year

Docket Number

21		CI
County #	Judicial District	Court ID (CH, CI, CO)

2010

		136

07	16	10
Month	Date	Year

Local Docket ID

Mississippi Supreme Court
Administrative Office of CourtsForm AOC/01
(Rev 2009)

This area to be completed by clerk

Case Number if filed prior to 1/1/94

In the CIRCUIT

Court of GREENE

County —

Judicial District

Origin of Suit (Place an "X" in one box only)

<input checked="" type="checkbox"/> Initial Filing	<input type="checkbox"/> Reinstated	<input type="checkbox"/> Foreign Judgment Enrolled	<input type="checkbox"/> Transfer from Other court	<input type="checkbox"/> Other
<input type="checkbox"/> Remanded	<input type="checkbox"/> Reopened	<input type="checkbox"/> Joining Suit/Action	<input type="checkbox"/> Appeal	

Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First - Enter Additional Plaintiffs on Separate Form

Individual Williams

Clint

Last Name

First Name

Maiden Name, if applicable

M.I.

Jr/Sr/III/IV

☐ Check (x) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of _____

☐ Check (x) if Individual Plaintiff is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A or Agency _____

Business

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated

☐ Check (x) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below:
D/B/A _____

Address of Plaintiff 1403 Lackey Street, Leakesville, MS

Attorney (Name & Address) S. Robert Hammond, Jr., P.O. Box 471, Hattiesburg, MS 39403-0471

MS Bar No. 3004

☐ Check (x) if Individual Filing Initial Pleading is NOT an attorney
Signature of Individual Filing: **Defendant - Name of Defendant - Enter Additional Defendants on Separate Form**

Individual

Last Name

First Name

Maiden Name, if applicable

M.I.

Jr/Sr/III/IV

☐ Check (x) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
Estate of _____

☐ Check (x) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity:
D/B/A or Agency _____

Business

Liberty Mutual Insurance Company

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate the state where incorporated

☐ Check (x) if Business Defendant is acting in the name of an entity other than the above, and enter below:
D/B/A _____

Attorney (Name & Address) - If Known

MS Bar No.

Damages Sought:

Compensatory \$5,000.00

Punitive \$25,000.00

Check (x) if child support is contemplated as an issue in this suit.*

*If checked, please submit completed Child Support Information Sheet with this Cover Sheet

Nature of Suit (Place an "X" in one box only)

Domestic Relations	<input type="checkbox"/> Child Custody/Visitation	<input type="checkbox"/> Child Support	<input type="checkbox"/> Contempt	<input type="checkbox"/> Divorce: Fault	<input type="checkbox"/> Divorce: Irreconcilable Diff.	<input type="checkbox"/> Domestic Abuse	<input type="checkbox"/> Emancipation	<input type="checkbox"/> Modification	<input type="checkbox"/> Paternity	<input type="checkbox"/> Property Division	<input type="checkbox"/> Separate Maintenance	<input type="checkbox"/> Termination of Parental Rights	<input type="checkbox"/> UIFSA (eff 7/1/97; formerly URESA)	<input type="checkbox"/> Other
Appeals	<input type="checkbox"/> Administrative Agency	<input type="checkbox"/> County Court	<input type="checkbox"/> Hardship Petition (Driver License)	<input type="checkbox"/> Justice Court	<input type="checkbox"/> MS Dept Employment Security	<input type="checkbox"/> Worker's Compensation	<input type="checkbox"/> Other							

Business/Commercial	<input type="checkbox"/> Accounting (Business)	<input type="checkbox"/> Business Dissolution	<input type="checkbox"/> Debt Collection	<input type="checkbox"/> Employment	<input type="checkbox"/> Foreign Judgment	<input type="checkbox"/> Garnishment	<input type="checkbox"/> Replevin	<input type="checkbox"/> Other					
Probate	<input type="checkbox"/> Accounting (Probate)	<input type="checkbox"/> Birth Certificate Correction	<input type="checkbox"/> Commitment	<input type="checkbox"/> Conservatorship	<input type="checkbox"/> Guardianship	<input type="checkbox"/> Heirship	<input type="checkbox"/> Intestate Estate	<input type="checkbox"/> Minor's Settlement	<input type="checkbox"/> Muniment of Title	<input type="checkbox"/> Name Change	<input type="checkbox"/> Testate Estate	<input type="checkbox"/> Will Contest	<input type="checkbox"/> Other

Children/Minors - Non-Domestic	<input type="checkbox"/> Adoption - Contested	<input type="checkbox"/> Adoption - Uncontested	<input type="checkbox"/> Consent to Abortion Minor	<input type="checkbox"/> Removal of Minority	<input type="checkbox"/> Other
Civil Rights	<input type="checkbox"/> Elections	<input type="checkbox"/> Expungement	<input type="checkbox"/> Habeas Corpus	<input type="checkbox"/> Post Conviction Relief/Prisoner	<input type="checkbox"/> Other
Contract	<input checked="" type="checkbox"/> Breach of Contract	<input type="checkbox"/> Installment Contract	<input type="checkbox"/> Insurance	<input type="checkbox"/> Specific Performance	<input type="checkbox"/> Other
Statutes/Rules	<input type="checkbox"/> Bond Validation	<input type="checkbox"/> Civil Forfeiture	<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Injunction or Restraining Order	<input type="checkbox"/> Other

Real Property	<input type="checkbox"/> Adverse Possession	<input type="checkbox"/> Ejectment	<input type="checkbox"/> Eminent Domain	<input type="checkbox"/> Eviction	<input type="checkbox"/> Judicial Foreclosure	<input type="checkbox"/> Lien Assertion	<input type="checkbox"/> Partition	<input type="checkbox"/> Tax Sale: Confirm/Cancel	<input type="checkbox"/> Title Boundary or Easement	<input type="checkbox"/> Other		
Torts	<input checked="" type="checkbox"/> Bad Faith	<input type="checkbox"/> Fraud	<input type="checkbox"/> Loss of Consortium	<input type="checkbox"/> Malpractice - Legal	<input type="checkbox"/> Malpractice - Medical	<input type="checkbox"/> Mass Tort	<input type="checkbox"/> Negligence - General	<input type="checkbox"/> Negligence - Motor Vehicle	<input type="checkbox"/> Product Liability	<input type="checkbox"/> Subrogation	<input type="checkbox"/> Wrongful Death	<input type="checkbox"/> Other

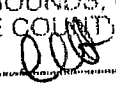
S. ROBERT HAMMOND, JR., P.L.L.C.
ATTORNEY AT LAW

P.O. Box 471
711 Hardy Street
Hattiesburg, Mississippi 39403-0471

Telephone 601.450.4499
Facsimile 601.450.1162
bh@bobhammondllaw.com

July 14, 2010

Ms. Cecelia Bounds
Greene County Circuit Court Clerk
P.O. Box 310
Leakesville, MS 39451

FILED
JUL 16 2010
CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI
BY: 

Re: *Clinton Williams v. Liberty Mutual Insurance Company and John Does 1-5*

Dear Ms. Bounds:

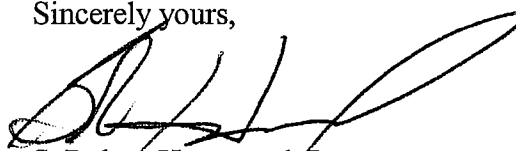
Enclosed for docketing and filing in the above-captioned matter please find the following:

1. Civil Cover Sheet;
2. Complaint (original and one copy);
3. Check for filing fees in the amount of \$119.00; and,
4. Original and three copies of Summons for Liberty Mutual Insurance Company.

Please issue the Summons returning the original and two copies and we will secure service of process. Also please return the copy of the Complaint file-stamped. We have enclosed a self-addressed, stamped envelope for the return of the documents.

Thank you for your assistance in this matter. With warm, personal regards, I remain

Sincerely yours,


S. Robert Hammond, Jr.

SRHjr/lc
Enclosures

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSISSIPPI

CLINTON WILLIAMS

JUL 16 2010

PLAINTIFF

VERSUS

CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI

CAUSE NO. 2010-136(1)

LIBERTY MUTUAL INSURANCE COMPANY

AND JOHN DOES 1-5

DEFENDANTS

COMPLAINT

JURY TRIAL DEMANDED

COMES NOW the Plaintiff, Clinton Williams, and files this his Complaint for damages against the Defendants Liberty Mutual Insurance Company and John Does 1-5 and states as follows:

1.

The Plaintiff, Clinton D. Williams, is an adult resident citizen of Leakesville, Greene County, Mississippi.

2.

The Defendant, Liberty Mutual Insurance Company is an insurance company licensed to conduct insurance business in the state of Mississippi and may be served with process through its registered agent Charles A. Brewer, 506 South President Street, Jackson, MS 39201.

3.

John Does 1-5 are individuals and/or entities whose identities are currently unknown who may be liable, in whole or in part, to the Plaintiff for the claims, causes of action and/or damages alleged herein.

4.

This Court has both subject matter jurisdiction and personal jurisdiction over the parties, and venue is proper in this Court pursuant to MISS. CODE ANN. § 11-11-3.

5.

On or about September 12, 2005, the Plaintiff, while in the employ of Steve Tanner, individually and/or d/b/a Steven Tanner Services (hereinafter collectively “Tanner”), was working at Pat Peck Motors in Gulfport, Harrison County, Mississippi when he fell over 15 feet from the roof of said facility, suffering severe injuries to both feet, as well as other injuries.

6.

Tanner was present when Mr. Williams’ accident occurred, personally witnessed the severity of Mr. Williams’ injuries and was put on notice of Mr. Williams’ accident and injuries on September 12, 2005.

7.

At the time of Mr. Williams’ on-the-job accident referenced herein, Tanner had a policy of insurance with Liberty Mutual Insurance Company (“Liberty Mutual”) providing workers’ compensation coverage for Mr. Williams.

8.

On or before September 23, 2005, Liberty Mutual was put on notice of the Mr. Williams’ claim for workers’ compensation benefits under Tanner’s policy of insurance pursuant to the Mississippi Workers’ Compensation Act.

9.

After over three (3) months passed since putting Tanner and Liberty Mutual on notice of his claim for workers’ compensation benefits under the Liberty Mutual policy and not receiving any workers’ compensation benefits as required by the Mississippi Workers’ Compensation Act

(“MWCA”) from either Tanner or Liberty Mutual, Mr. Williams filed his Petition to Controvert with the Mississippi Workers’ Compensation Commission on November 30, 2005.

10.

On January 25, 2006, Liberty Mutual filed its Answer to Mr. Williams’ Petition to Controvert admitting that Mr. Williams suffered an injury as alleged in his Petition to Controvert, but specifically denying that it was subject to the MWCA, that it had coverage for Mr. Williams’ claim, and moving to dismiss the Petition to Controvert against it.

11.

On March 21, 2006, Tanner filed his Answer to Mr. Williams’ Petition to Controvert admitting that Mr. Williams suffered an injury as alleged in his Petition to Controvert, but denying he was the employer of the Plaintiff, denying that Mr. Williams’ injury arose out of the course and scope of his employment with Tanner, denying that notice of Mr. Williams’ injury was received and specifically stating that “Steven Tanner has no knowledge of the claimant’s injury because claimant was not its employee” and “Claimant was not an employee of this employer”.

12.

On or about May 17, 2006, Liberty Mutual and Tanner both admitted that Mr. Williams was indeed an employee of Tanner at the time of the accident at issue, that the accident occurred within the course and scope of Mr. Williams’ employment with Tanner, that Tanner’s policy with Liberty Mutual provided coverage for workers’ compensation benefits owed to Mr. Williams for his injuries suffered on September 12, 2005, that it was responsible for paying Mr. Williams’ medical expenses associated with the treatment he received as a result of the injuries, and that it was responsible for payment of temporary total disability payments to Mr. Williams from the date of his injury.

13.

On June 1, 2006, Liberty Mutual amended its answer to the Petition to Controvert and admitted Mr. Williams was an employee of Tanner, that Mr. Williams was injured in the course and scope of his employment with Tanner, that it was subject to the MWCA, and that its policy provided coverage for Mr. Williams' claim for workers' compensation benefits.

14.

From September 12, 2005 to May 17, 2006, both Liberty Mutual and Tanner each refused to pay Mr. Williams workers' compensation benefits he was rightfully owed under the MWCA, and which Liberty Mutual and Tanner have since admitted they owe the Plaintiff.

15.

On February 1, 2007, the Mississippi Workers Compensation Commission entered an Order holding that Tanner and Liberty Mutual owed Mr. Williams' workers compensation benefits under the MWCA, and also ordered that penalties and interest be paid to Mr. Williams from the due date of each installment of such benefits until paid. To date, the Defendants have not paid any penalties and interest on the delinquent installment payments to Mr. Williams.

16.

On March 3, 2010, the Mississippi Workers' Compensation Commission entered an Order holding, among other findings, that Mr. Williams' injuries set forth herein were suffered in the course and scope of his employment and determined he was owed benefits by the Defendants under the Mississippi Workers' Compensation Act. (See Exhibit "A" hereto).

17.

The Defendants refused to pay Mr. Williams' workers' compensation benefits he was owed under the MWCA without any justifiable reason, thus their conduct amounts to bad faith under Mississippi law. The Defendants' refusal to pay Mr. Williams' workers' compensation benefits pursuant to the MWCA was malicious, intentional, reckless and/or grossly negligent and undertaken with callous disregard of the rights of Mr. Williams and of their duties and obligations to Mr. Williams as provided by the MWCA.

18.

The Defendants have breached their duties and obligations to Mr. Williams as provided by the MWCA and per the terms and conditions of the policy of insurance at issue in the following ways:

- a. The Defendants negligently and intentionally failed to properly and timely handle, investigate, adjust and pay Mr. Williams' claims;
- b. The Defendants negligently and intentionally stalled and delayed the review and payment of Mr. Williams' claims;
- c. The Defendants failed to fully investigate the facts and circumstances of Mr. Williams' claim, including but not limited to the facts and circumstances of Mr. Williams' accident and his employment relationship with Tanner, thereby refusing to pay Mr. Williams' workers' compensation benefits he was owed under the MWCA for over eight (8) months;
- d. The Defendants utilized their position of superiority and influence over Mr. Williams by offering to pay Mr. Williams workers' compensation benefits they were legally

obligated to pay him under the Alabama Workers' Compensation Act if he agreed to "drop" his claims for benefits under the MWCA, his outrage claim in the Alabama action and his claims under Mississippi law in this action; and

- e. Other intentional and negligent acts regarding the handling of Mr. Williams claims for workers' compensation benefits that will be shown at trial.

19.

The acts and omissions of the Defendants set forth herein constitute a breach of their duty of good faith and fair dealing, fraud and negligent misrepresentation.

20.

The acts and omissions of the Defendants set forth herein were grossly negligent and indicate a reckless disregard for the rights of Mr. Williams as well as the Defendants' duties and obligations owed to Mr. Williams under the MWCA.

21.

The acts and omissions of the Defendants set forth herein constitute the separate and independent tort of bad faith, for which Mr. Williams is seeking extra-contractual damages, punitive damages and all other damages allowed by law.

22.

The acts and omissions of the Defendants set forth herein resulted in the prolonging of Mr. Williams' recovery time from the injuries he sustained in the accident at issue, causing him unnecessary pain and suffering for which recovery is sought in this action.

23.

The acts and omissions of the Defendants set forth herein caused Mr. Williams to suffer emotional distress, stress, anguish, worry, anxiety, inconvenience, embarrassment and other compensatory and consequential damages, for which recovery is sought in this cause.

WHEREFORE, PREMISES CONSIDERED, Clinton Williams request and demand judgment of and from the Defendants, Liberty Mutual Insurance Company and John Does 1-5, jointly and severally, for all actual and compensatory damages incurred, in an amount exceeding \$75,000.00 excluding interest, costs and attorneys' fees, including but not limited to damages for pain and suffering due to the increase of his recovery time from his injuries due to the Defendants' failure to provide medical care and for emotional distress, stress, worry, anxiety, mental anguish, inconvenience and aggravation, for damages for the bad faith of the Defendants, including but not limited to all extra-contractual and punitive damages, and for any other damages allowable under the law, pre-judgment interest, post-judgment interest and all costs, including attorneys fees. Mr. Williams further prays for any additional relief that may be allowable and recoverable at law or in equity, as well as any other relief the Court or a jury may deem appropriate.

RESPECTFULLY SUBMITTED, this the 14th day of July, 2010.

CLINTON WILLIAMS

By: 

S. ROBERT HAMMOND, JR.

S. ROBERT HAMMOND, JR. (MSB #3004)
S. Robert Hammond, Jr., PLLC
P.O. Box 471
Hattiesburg, MS 39403-0471
601-450-4499
601-450-1162 (fax)

MISSISSIPPI WORKERS' COMPENSATION COMMISSION

CLINTON D. WILLIAMS

CLAIMANT

v.

MWCC NO.: 0512926-j-4126-C

**STEVEN TANNER SERVICES, INC
and M.W. ROGERS CONSTRUCTION
COMPANY, LLC**

EMPLOYER

LIBERTY MUTUAL

CARRIER

ORDER APPROVING SETTLEMENT

THIS CAUSE having come on this day to be heard before the Commission on the Petition of Clinton Williams asking for authority to settle his workers' compensation claim under provisions of Section 9(i) of the Mississippi Workers' Compensation Law, said Petition having been joined and approved by Petitioner's attorney, S. Robert Hammond, Jr., Esq., and also joined and approved by Employer and Carrier, the Commission, after being fully advised in the premises, finds that Petitioner herein was on or about September 12, 2005, employed by Steven Tanner d/b/a Steven Tanner Services and that on or about said date, while in the course of his employment with Steven Tanner d/b/a Steven Tanner Services, while performing repairs at the Pat Peck Nissan in Biloxi, Mississippi, he sustained accidental injuries, including but not limited to injuries to both feet and a separation of his shoulder. The Commission further finds notice of the claim for the accidental injuries asserted by Petitioner was provided to Employer and Carrier in accordance with the requirements of the Mississippi Workers' Compensation Law.

The Commission further finds that Petitioner thereafter received professional services from Garden Park Medical Center, Mobile Infirmary Hospital, Dr. William Parks, Dr. Christopher Nichols, among others, and that it is the contention of the Petitioner that as a result of his employment with Employer, he sustained injuries, disabilities, loss of wage-earning

capacity and/or industrial loss. The Commission further finds that Petitioner reached maximum medical improvement on December 10, 2007 with impairment rating of 18% to the right lower extremity and 20% to the left lower extremity and claims of diminished earning capacity.

The Commission further finds Employer and Carrier have paid Fifteen Thousand Six Hundred and Sixty-Six and 95/100 Dollars (\$15,666.95) in compensation to Petitioner, and the sum of Two Hundred Fifty-Five Thousand, Two Hundred Twenty-Two and 93/100 Dollars (\$255,222.93) in medical compensation on behalf of Petitioner, for a total sum of Two Hundred Seventy Thousand, Eight Hundred Eighty-Nine and 88/100 Dollars (\$270,889.88).

The Commission further finds that the Petitioner represents and acknowledges that he has not received any Medicaid benefits for his alleged injury and states specifically that any Medicaid benefits which may have been paid on his behalf concern medical problems totally unrelated to the injuries for which claim has been made herein.

The Commission finds that there is a bona fide, legitimate dispute between Petitioner and his attorney on the one hand, and Employer and Carrier on the other hand, as to the Petitioner's average weekly wage, the nature and extend of disability, loss of wage-earning capacity and/or industrial loss, as a result of his job-related accidental injury, but notwithstanding these disputes, Employer and Carrier have offered and proposed to pay to Petitioner the sum of One Hundred Twenty-Eight Thousand, Two Hundred Ninety-Four and 00/100 Dollars (\$128,294.00), which amount includes funding of a self-administered Medicare Set-Aside in the amount of \$41,885.00, payment of said sum, is a complete and final settlement of any and all claims whether known or unknown, and including, but not limited to, claims for medical which Petitioner may now or hereafter have under provisions of the Mississippi Workers' Compensation Law arising out of or in any way associated with his employment with Steven Tanner d/b/a Steven Tanner Services on

and prior to the date hereof, with the exception of Clinton Williams' claims of bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company. It is the specific intent and agreement of the parties that any and all claims of Clinton Williams for bad faith under Mississippi law and for outrage under Alabama law are not released, are not part of this settlement, are not subject to any terms and conditions of this settlement and that Clinton Williams intends to continue pursuit of his claims for bad faith under Mississippi law and for outrage under Alabama law against Liberty Mutual Insurance Company.

The Commission further finds that S. Robert Hammond, Jr., Esq., attorney representing Petitioner, has recommended this be approved, and that Petitioner, himself, has asked that it be approved, and that based on the facts of this claim and considering the disputed nature of such facts, disputed amount of the Petitioner's average weekly wage and disputed disability respecting this claim, and also considering that Petitioner would nonetheless receive substantial benefits respecting this claim if the settlement be approved, the offered settlement as to work related injury claims is fair and reasonable under the circumstances. The Commission further finds that given the disputed and unliquidated nature of this claim, it would be to the Petitioner's best interest that he be authorized and empowered to make said settlement, that said settlement is just, fair, and proper, that said settlement payment would become a sum certain without discount, that the attorneys for the Petitioner have incurred expenses in the amount of \$12,282.56 in the prosecution of this claim and should be reimbursed for these expenses incurred from the proceeds of this settlement, and that attorney's fees in the amount of \$17,281.81, representing fees paid on one-half of the indemnity portion of the settlement, \$86,409.00, at a rate of 15% pursuant to Alabama law and on one-half of the indemnity settlement at a rate of 25% pursuant to Mississippi law, of the sum to be received by Petitioner if this settlement be approved, agreed

to be paid to him is in accordance with the Mississippi Workers' Compensation Commission. It is, therefore,

ORDERED AND ADJUDGED that Clinton Williams be, and he is hereby authorized and empowered to settle his claim against Steven Tanner d/b/a Steven Tanner Services, Employer and Liberty Mutual Insurance Company, Carrier, at and for the sum of One Hundred Twenty-Eight Thousand, Two Hundred Ninety-Four and 00/100 Dollars (\$128,294.00), which includes a Medicare Set-Aside amount of Forty-One Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$41,885.00), said sum, complete and final settlement of any and all claims whether known or unknown, and including, but not limited to, claims for medical, that he may now or hereafter have under provisions of the Mississippi Workers' Compensation Law against Steven Tanner d/b/a Steven Tanner Services, Employer and Liberty Mutual Insurance Company, Carrier, and either of them because of or in any way connected with his employment with Steven Tanner d/b/a Steven Tanner Services on and prior to the date hereof, with the exception of Clinton Williams claims of bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company, as it is the specific intent and agreement of the parties that any and all claims of Clinton Williams for bad faith under Mississippi law and for outrage under Alabama law are not released, are not part of this settlement, are not subject to any terms and conditions of this settlement and that Clinton Williams intends to continue pursuit of his claims for bad faith under Mississippi law and for outrage under Alabama law against Liberty Mutual Insurance Company, and that upon payment to Clinton Williams of the sum of One Hundred Twenty-Eight Thousand, Two Hundred Ninety-Four and 00/100 Dollars (\$128,294.00), which includes a Medicare Set-Aside amount of Forty-One Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$41,885.00), Steven Tanner d/b/a Steven Tanner Services, Employer, and

Liberty Mutual Insurance Company, Carrier, shall stand forever fully discharged and acquitted of and from any and all claims including, but not limited to, claims for medical, that he may now or hereafter have against them jointly and severally because of or in any way connected with his employment with Steven Tanner d/b/a Steven Tanner Services on and prior to the date hereof, with the exception of Clinton Williams claims of bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company, as it is the specific intent and agreement of the parties that any and all claims of Clinton Williams for bad faith under Mississippi law and for outrage under Alabama law are not released, are not part of this settlement, are not subject to any terms and conditions of this settlement and that Clinton Williams intends to continue pursuit of his claims for bad faith under Mississippi law and for outrage under Alabama law against Liberty Mutual Insurance Company and the same is hereby approved.

IT IS FURTHER ORDERED AND ADJUDGED that Petitioner is authorized to pay unto his attorneys the sum of \$12,282.56 from the proceeds of the settlement remaining after the Medicare Set-Aside is funded, or \$86,409.00, for expenses incurred in prosecuting this claim and is further authorized to pay his attorney, S. Robert Hammond, Jr., the sum of \$17,281.81, out of the remaining proceeds from said settlement.

IT IS FURTHER ORDERED AND ADJUDGED that Petitioner is hereby authorized and empowered to execute any releases, receipts, and other instruments required by Employer and Carrier to evidence their complete release, acquittance, and discharge herein, with the exception of the Petitioner's claims for bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company as described in more detail herein.

SO ORDERED AND ADJUDGED, this 3rd day of March, 2010.



Phyllis C. Clark

Phyllis C. Clark, Secretary

MISSISSIPPI WORKERS' COMPENSATION
COMMISSION

BY:

Clinton Williams
COMMISSIONER

COMMISSIONER

Augustine L. Collins
COMMISSIONER

MWCC NO. 101782

THIS ORDER PREPARED BY:

REGINA F. CASH
CARR, ALLISON, P.C.
Attorneys at Law
6251 Monroe Street Suite 200
Daphne, Alabama 36526
Telephone: (251) 626-9340
Facsimile: (251) 626-8928
Attorney for Employer and Carrier

AGREED AND APPROVED:

Clinton Williams
Clinton Williams, Claimant

S. Robert Hammond, Jr.
S. Robert Hammond, Jr. (MSB #3004)
Attorney for Claimant

MISSISSIPPI WORKERS' COMPENSATION
COMMISSION

BY:


COMMISSIONER

COMMISSIONER

COMMISSIONER

MWCC NO. 101782

THIS ORDER PREPARED BY:



REGINA F. CASH, Esq.
CARR, ALLISON, P.C.
Attorneys at Law
6251 Monroe Street Suite 200
Daphne, Alabama 36526
Telephone: (251) 626-9340
Facsimile: (251) 626-8928
Attorney for Employer and Carrier

AGREED AND APPROVED:

Clinton Williams, Claimant

S. Robert Hammond, Jr. (MSB #3004)
Attorney for Claimant

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSISSIPPI

CLLINTON WILLIAMS

PLAINTIFF

VERSUS

CAUSE NO. 2010-136(1)

LIBERTY MUTUAL INSURANCE COMPANY
And JOHN DOES 1-5

DEFENDANTS

SUMMONS
(Process Server)

FILED
AUG 03 2010

THE STATE OF MISSISSIPPI

TO: **LIBERTY MUTUAL INSURANCE COMPANY**
Through Its Agent of Process
Charles A. Brewer
506 South President Street
Jackson, Mississippi 39201

CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI
BY: *[Signature]*

NOTICE TO DEFENDANT(S)

**THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT
AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.**

You are required to mail or hand-deliver a copy of a written response to the Complaint, to S. Robert Hammond, Jr., the attorney for the Plaintiff(s) whose address is Post Office Box 471, Hattiesburg, Mississippi, 39403-0471.

Your response must be mailed or delivered within thirty (30) days form the date of delivery of this Summons and Complaint or a Judgment by Default will be entered against you for the money or other things demanded in the Complaint.

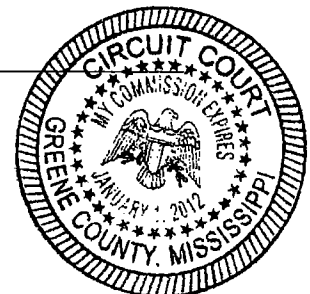
You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 16th day of July, 2010.

CECELIA BOUNDS, CLERK
CIRCUIT COURT OF GREENE COUNTY, MS
POST OFFICE BOX 310
LEAKESVILLE, MISSISSIPPI 39451

By: *[Signature]*

DEPUTY CLERK



PROOF OF SERVICE - SUMMONS

(Process Server)

(Use Separate proof of service for each person served)

Liberty Mutual Ins Co / 40 Danny Perry
Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

____ FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid) copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgment of receipt pursuant to M.R.C.P. Form 1B).

☒ PERSONAL SERVICE. I personally delivered copies to Liberty Mutual Ins Co / 40 Danny Perry on the 22 day of July, 2010, where I found said person in Hinds county of the State of MS.

____ RESIDENCE SERVICE. After exercising reasonable diligence I was unable to deliver copies to said person within _____ county, _____. I served the summons and complaint on the _____ day of _____, 2010, at the usual place of abode of said person by leaving a true copy of the summons and complaint with _____ who is the _____ (here insert wife, husband, son, daughter or other person as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint and thereafter on the _____ day of _____, 2010, I mailed, (By first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

____ CERTIFIED MAIL SERVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or other evidence of actual delivery to the person served.)

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service \$ _____

Process server must list below: (Please print or type)

Name Leigh M Lawler

Address 408 Windsor Dr

Clinton MS 39056

Telephone No. 601 925 9602

STATE OF MS

COUNTY OF Hinds

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named Leigh M Lawler who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

Leigh M Lawler
Process Server (signature)

Sworn to and subscribed before me this the 28th day of July, 2010.

(Seal)

Rhonda Thompson
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 21, 2011
BONDED THRU STEGALL NOTARY SERVICE

S. ROBERT HAMMOND, JR., P.L.L.C.

ATTORNEY AT LAW

P.O. Box 471
711 Hardy Street
Hattiesburg, Mississippi 39403-0471

FILED
AUG 03 2010

Telephone 601.450.4499
Facsimile 601.450.1162
bh@bobhammondllaw.com

August 2, 2010

Ms. Cecelia Bounds
Greene County Circuit Court Clerk
P.O. Box 310
Leakesville, MS 39451

CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI
BY: 

Re: *Clinton Williams v. Liberty Mutual Insurance Company and John Does 1-5*
In The Circuit Court of Greene County, Mississippi; Cause No. 2010-136(1)

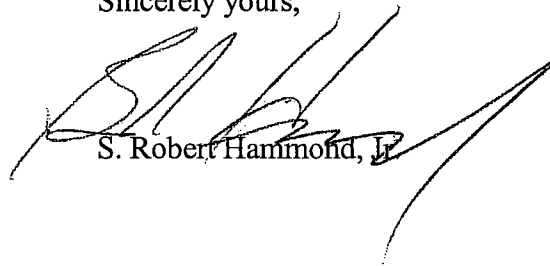
Dear Ms. Bounds:

Enclosed for docketing and filing in the above-captioned matter please find an original Summons to Liberty Mutual Insurance Company reflecting service on July 22, 2010.

In addition, please file stamp the enclosed copy of the Summons and return it to us in the enclosed, self-addressed, stamped envelope.

Thank you for your assistance in this matter. With warm, personal regards, I remain

Sincerely yours,


S. Robert Hammond, Jr.


SRHjr/lc
Enclosures

WELLS MARBLE
ATTORNEYS AT LAW

CLIFFORD K. "FORD" BAILEY III T: 601.605.6912 F: 601.605.6901 fbailey@wellsmar.com

August 19, 2010

FILED
AUG 20 2010

CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI
BY: 

Ms. Molly Simms, Deputy Clerk
United States District Court
701 Main Street, Suite 200
Hattiesburg, MS 39401

VIA FEDERAL EXPRESS

Re: Removal of Clinton Williams v. Liberty Mutual Insurance Company and
John Does 1-5 from the Circuit Court of Greene County, Mississippi

Dear Ms. Simms:

Please find enclosed for filing the following documents in connection with the
removal of the above referenced matter:

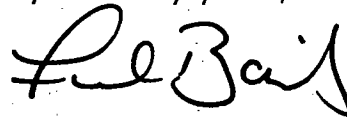
1. Original Notice of Removal;
2. Original Civil Cover Sheet; and
3. Check for \$350.00 in payment of the filing fee.

By copy of this letter I am mailing a copy of the Notice to the Circuit Clerk of
Greene County and counsel for the Plaintiff.

Thank you for your assistance.

With kindest regards, I am

Very sincerely yours,



Ford Bailey

FB/sn

Enclosure

cc: Ms. Cecelia Bounds
Circuit Clerk, CA No. 2010-136(1)
S. Robert Hammond, Jr., Esq.

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Clinton Williams

(b) County of Residence of First Listed Plaintiff Greene
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
S. Robert Hammond, Jr. 601-450-4499
P. O. Box 471
Hattiesburg, MS 39403-0471

DEFENDANTS

Liberty Mutual Insurance Company and John Does 1-5

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)
Ford Bailey, Wells Marble & Hurst PLLC, 300 Concourse, Blvd., Suite
200, Ridgeland, MS 39157 601-605-6900

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	PROPERTY/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Removal to federal court pursuant to 28 U.S.C. 1332 and 1441

Brief description of cause:

Suit for alleged bad faith denial of workers compensation claim.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

8/19/10

SIGNATURE OF ATTORNEY OF RECORD

Chiffi K. (Fore) Bailey, III

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
HATTIESBURG DIVISION

FILED
AUG 20 2010
CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI

CLINTON WILLIAMS

PLAINTIFF

VS.

CIVIL ACTION NO. _____

LIBERTY MUTUAL INSURANCE COMPANY
AND JOHN DOES 1-5

DEFENDANTS

NOTICE OF REMOVAL

COMES NOW Defendant Liberty Mutual Insurance Company (hereinafter referred to as "Liberty" or "Defendant") and files its Notice of Removal, hereby removing this action from the Circuit Court of Greene County, Mississippi, to the United States District Court for the Southern District of Mississippi, Hattiesburg Division. In support thereof Defendant would allege and show as follows:

1. This is a civil action filed by Clinton Williams against Liberty and John Does 1 - 5 in the Circuit Court of Greene County, Mississippi, bearing Civil Action No. 2010-136(1), seeking a recovery from Defendants in excess of Seventy-Five Thousand and 00/100 (\$75,000.00), as appears from the Plaintiff's Complaint. Liberty was served with process on July 23, 2010, and this case first became removable to this Court at that time.

2. This cause now pending against the Defendant is a suit of a civil nature wherein the matter in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00, as appears from the Plaintiff's Complaint. Although the Plaintiff does not specify a total demand in his Complaint, it is facially apparent from the allegations of the Complaint and the nature of the claims asserted against Defendants under

Mississippi law, particularly the Plaintiff's claim for punitive damages, that the amount in controversy exceeds the amount required for diversity jurisdiction.

3. This action involves a controversy between citizens of different states, Defendant Liberty being a corporation created and existing pursuant to the laws of the State of Massachusetts, having its principal place of business in the City of Boston, Massachusetts; and the Plaintiff being a citizen of the State of Mississippi. Pursuant to 28 U.S.C. § 1441(a) the fictitious parties named in the Complaint as Defendants John Does 1- 5 should be disregarded for removal purposes. Diversity of citizenship existed between the Plaintiff and Defendant at the time this case was commenced by the Plaintiff and at the time of service of process herein.

4. The civil action filed by the Plaintiff in the Circuit Court of Greene County, Mississippi is one of which the District Courts of the United States have original jurisdiction pursuant to 28 U.S.C. §1332. Therefore, this action may be removed to this Court by Liberty pursuant to the provisions of 28 U.S.C. §1441.

5. The United States District Court for the Southern District of Mississippi and the Hattiesburg Division of said Court are the District and Division embracing the place wherein the aforesaid state court action is pending.

6. This Notice of Removal is being filed pursuant to 28 U.S.C. §1446(b) within thirty days of the date the Complaint was served upon Defendant. Attached hereto as Exhibit "A" is a true and correct copy of all pleadings, processes with returns thereon, and orders and papers served on Defendant from which it may be ascertained

that this case is one which is or has become removable to this Court in full compliance with the laws of the United States. A true and correct certified copy of the entire state court file has been requested from the Circuit Clerk of Greene County, Mississippi and will be filed upon receipt by the undersigned counsel for Defendant.

7. Defendant will give written notice of the filing of this Notice of Removal to the Plaintiff, and a true and correct copy of this Notice will be duly filed with the Clerk of the Circuit Court of Greene County, Mississippi, as required by 28 U.S.C. § 1446(e).

WHEREFORE, Defendant requests this Court to proceed with the handling of this case as if it had been originally filed herein, and that further proceedings in the Circuit Court of Greene County, Mississippi, be hereby stayed.

This the 19th day of August, 2010.

Respectfully submitted,

LIBERTY MUTUAL INSURANCE COMPANY

By: 

Ford Bailey, MS Bar No. 1686
One of Its Attorneys

OF COUNSEL:

WELLS MARBLE & HURST, PLLC
Post Office Box 131
Jackson, Mississippi 39205-0131
300 Concourse Blvd., Suite 200
Ridgeland, Mississippi 39157
Telephone: (601) 605-6900
Facsimile: (601) 605-6901
fbailey@wellsmar.com

CERTIFICATE OF SERVICE

I, Ford Bailey, do hereby certify that I have this day caused a true and correct copy of the above and foregoing to be served by United States mail, postage prepaid, on the following:

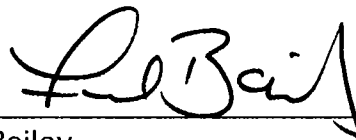
Ms. Cecelia Bounds
Circuit Clerk
P. O. Box 310
Leakesville, MS 39451

CIRCUIT CLERK OF GREENE COUNTY,
MISSISSIPPI

S. Robert Hammond, Jr., Esq.
Post Office Box 471
Hattiesburg, MS 39403-0471

ATTORNEY FOR THE PLAINTIFF

This the 19th day of August, 2010.

A handwritten signature in cursive script, appearing to read "Ford Bailey", written over a horizontal line.

Ford Bailey

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSISSIPPI

CLLINTON WILLIAMS

PLAINTIFF

VERSUS

CAUSE NO. 2010-136(1)

LIBERTY MUTUAL INSURANCE COMPANY
And JOHN DOES 1-5

DEFENDANTS

SUMMONS
(Process Server)

THE STATE OF MISSISSIPPI

TO: **LIBERTY MUTUAL INSURANCE COMPANY**
Through Its Agent of Process
Charles A. Brewer
506 South President Street
Jackson, Mississippi 39201

NOTICE TO DEFENDANT(S)

**THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT
AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.**

You are required to mail or hand-deliver a copy of a written response to the Complaint, to S. Robert Hammond, Jr., the attorney for the Plaintiff(s) whose address is Post Office Box 471, Hattiesburg, Mississippi, 39403-0471.

Your response must be mailed or delivered within thirty (30) days form the date of delivery of this Summons and Complaint or a Judgment by Default will be entered against you for the money or other things demanded in the Complaint.

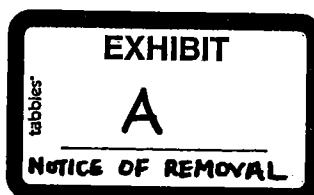
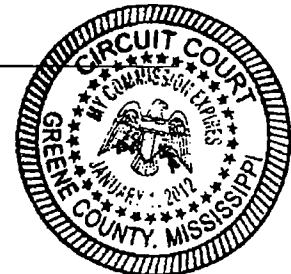
You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 16th day of July, 2010.

CECELIA BOUNDS, CLERK
CIRCUIT COURT OF GREENE COUNTY, MS
POST OFFICE BOX 310
LEAKESVILLE, MISSISSIPPI 39451

By:

Chelise Helms
DEPUTY CLERK



PROOF OF SERVICE – SUMMONS

(Process Server)

(Use Separate proof of service for each person served)

Name of Person or Entity Served

I, the undersigned process server, served the summons and complaint upon the person or entity named above in the manner set forth below (process server must check proper space and provide all additional information that is requested and pertinent to the mode of service used):

FIRST CLASS MAIL AND ACKNOWLEDGEMENT SERVICE. By mailing (by first class mail, postage prepaid) copies to the person served, together with copies of the form of notice and acknowledgement and return envelope, postage prepaid, addressed to the sender (Attach completed acknowledgment of receipt pursuant to M.R.C.P. Form 1B).

PERSONAL SERVICE. I personally delivered copies to _____ on the _____ day of _____, 2010, where I found said person in _____ county of the State of _____.

RESIDENCE SERVICE. After exercising reasonable diligence I was unable to deliver copies to said person within _____ county, _____. I served the summons and complaint on the _____ day of _____, 2010, at the usual place of abode of said person by leaving a true copy of the summons and complaint with _____ who is the _____ (here insert wife, husband, son, daughter or other person as the case may be), a member of the family of the person served above the age of sixteen years and willing to receive the summons and complaint and thereafter on the _____ day of _____, 2010, I mailed, (By first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

CERTIFIED MAIL SERVICE. By mailing to an address outside Mississippi (by first class mail, postage prepaid, requiring a return receipt) copies to the person served. (Attach signed return receipt or other evidence of actual delivery to the person served.)

At the time of service I was at least 18 years of age and not a party to this action.

Fee for service \$ _____

Process server must list below: (Please print or type)

Name _____

Address _____

Telephone No. _____

STATE OF _____

COUNTY OF _____

Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named _____ who being first by me duly sworn states on oath that the matters and facts set forth in the foregoing "Proof of Service-Summons" are true and correct as therein stated.

Process Server (signature)

Sworn to and subscribed before me this the _____ day of _____, 2010.

(Seal)

NOTARY PUBLIC

IN THE CIRCUIT COURT OF GREENE COUNTY, MISSISSIPPI

CLINTON WILLIAMS

VERSUS

LIBERTY MUTUAL INSURANCE COMPANY
AND JOHN DOES 1-5

FILED
JUL 16 2010

PLAINTIFF

CAUSE NO. 2010-13461

CECELIA BOUNDS, CIRCUIT CLERK
GREENE COUNTY, MISSISSIPPI

DEFENDANTS

BY: _____

COMPLAINT

JURY TRIAL DEMANDED

COMES NOW the Plaintiff, Clinton Williams, and files this his Complaint for damages against the Defendants Liberty Mutual Insurance Company and John Does 1-5 and states as follows:

1.

The Plaintiff, Clinton D. Williams, is an adult resident citizen of Leakesville, Greene County, Mississippi.

2.

The Defendant, Liberty Mutual Insurance Company is an insurance company licensed to conduct insurance business in the state of Mississippi and may be served with process through its registered agent Charles A. Brewer, 506 South President Street, Jackson, MS 39201.

3.

John Does 1-5 are individuals and/or entities whose identities are currently unknown who may be liable, in whole or in part, to the Plaintiff for the claims, causes of action and/or damages alleged herein.

4.

This Court has both subject matter jurisdiction and personal jurisdiction over the parties, and venue is proper in this Court pursuant to MISS. CODE ANN. § 11-11-3.

5.

On or about September 12, 2005, the Plaintiff, while in the employ of Steve Tanner, individually and/or d/b/a Steven Tanner Services (hereinafter collectively "Tanner"), was working at Pat Peck Motors in Gulfport, Harrison County, Mississippi when he fell over 15 feet from the roof of said facility, suffering severe injuries to both feet, as well as other injuries.

6.

Tanner was present when Mr. Williams' accident occurred, personally witnessed the severity of Mr. Williams' injuries and was put on notice of Mr. Williams' accident and injuries on September 12, 2005.

7.

At the time of Mr. Williams' on-the-job accident referenced herein, Tanner had a policy of insurance with Liberty Mutual Insurance Company ("Liberty Mutual") providing workers' compensation coverage for Mr. Williams.

8.

On or before September 23, 2005, Liberty Mutual was put on notice of the Mr. Williams' claim for workers' compensation benefits under Tanner's policy of insurance pursuant to the Mississippi Workers' Compensation Act.

9.

After over three (3) months passed since putting Tanner and Liberty Mutual on notice of his claim for workers' compensation benefits under the Liberty Mutual policy and not receiving any workers' compensation benefits as required by the Mississippi Workers' Compensation Act

("MWCA") from either Tanner or Liberty Mutual, Mr. Williams filed his Petition to Controvert with the Mississippi Workers' Compensation Commission on November 30, 2005.

10.

On January 25, 2006, Liberty Mutual filed its Answer to Mr. Williams' Petition to Controvert admitting that Mr. Williams suffered an injury as alleged in his Petition to Controvert, but specifically denying that it was subject to the MWCA, that it had coverage for Mr. Williams' claim, and moving to dismiss the Petition to Controvert against it.

11.

On March 21, 2006, Tanner filed his Answer to Mr. Williams' Petition to Controvert admitting that Mr. Williams suffered an injury as alleged in his Petition to Controvert, but denying he was the employer of the Plaintiff, denying that Mr. Williams' injury arose out of the course and scope of his employment with Tanner, denying that notice of Mr. Williams' injury was received and specifically stating that "Steven Tanner has no knowledge of the claimant's injury because claimant was not its employee" and "Claimant was not an employee of this employer".

12.

On or about May 17, 2006, Liberty Mutual and Tanner both admitted that Mr. Williams was indeed an employee of Tanner at the time of the accident at issue, that the accident occurred within the course and scope of Mr. Williams' employment with Tanner, that Tanner's policy with Liberty Mutual provided coverage for workers' compensation benefits owed to Mr. Williams for his injuries suffered on September 12, 2005, that it was responsible for paying Mr. Williams' medical expenses associated with the treatment he received as a result of the injuries, and that it was responsible for payment of temporary total disability payments to Mr. Williams from the date of his injury.

13.

On June 1, 2006, Liberty Mutual amended its answer to the Petition to Controvert and admitted Mr. Williams was an employee of Tanner, that Mr. Williams was injured in the course and scope of his employment with Tanner, that it was subject to the MWCA, and that its policy provided coverage for Mr. Williams' claim for workers' compensation benefits.

14.

From September 12, 2005 to May 17, 2006, both Liberty Mutual and Tanner each refused to pay Mr. Williams workers' compensation benefits he was rightfully owed under the MWCA, and which Liberty Mutual and Tanner have since admitted they owe the Plaintiff.

15.

On February 1, 2007, the Mississippi Workers Compensation Commission entered an Order holding that Tanner and Liberty Mutual owed Mr. Williams' workers compensation benefits under the MWCA, and also ordered that penalties and interest be paid to Mr. Williams from the due date of each installment of such benefits until paid. To date, the Defendants have not paid any penalties and interest on the delinquent installment payments to Mr. Williams.

16.

On March 3, 2010, the Mississippi Workers' Compensation Commission entered an Order holding, among other findings, that Mr. Williams' injuries set forth herein were suffered in the course and scope of his employment and determined he was owed benefits by the Defendants under the Mississippi Workers' Compensation Act. (See Exhibit "A" hereto).

17.

The Defendants refused to pay Mr. Williams' workers' compensation benefits he was owed under the MWCA without any justifiable reason, thus their conduct amounts to bad faith under Mississippi law. The Defendants' refusal to pay Mr. Williams' workers' compensation benefits pursuant to the MWCA was malicious, intentional, reckless and/or grossly negligent and undertaken with callous disregard of the rights of Mr. Williams and of their duties and obligations to Mr. Williams as provided by the MWCA.

18.

The Defendants have breached their duties and obligations to Mr. Williams as provided by the MWCA and per the terms and conditions of the policy of insurance at issue in the following ways:

- a. The Defendants negligently and intentionally failed to properly and timely handle, investigate, adjust and pay Mr. Williams' claims;
- b. The Defendants negligently and intentionally stalled and delayed the review and payment of Mr. Williams' claims;
- c. The Defendants failed to fully investigate the facts and circumstances of Mr. Williams' claim, including but not limited to the facts and circumstances of Mr. Williams' accident and his employment relationship with Tanner, thereby refusing to pay Mr. Williams' workers' compensation benefits he was owed under the MWCA for over eight (8) months;
- d. The Defendants utilized their position of superiority and influence over Mr. Williams by offering to pay Mr. Williams workers' compensation benefits they were legally

obligated to pay him under the Alabama Workers' Compensation Act if he agreed to "drop" his claims for benefits under the MWCA, his outrage claim in the Alabama action and his claims under Mississippi law in this action; and

- e. Other intentional and negligent acts regarding the handling of Mr. Williams claims for workers' compensation benefits that will be shown at trial.

19.

The acts and omissions of the Defendants set forth herein constitute a breach of their duty of good faith and fair dealing, fraud and negligent misrepresentation.

20.

The acts and omissions of the Defendants set forth herein were grossly negligent and indicate a reckless disregard for the rights of Mr. Williams as well as the Defendants' duties and obligations owed to Mr. Williams under the MWCA.

21.

The acts and omissions of the Defendants set forth herein constitute the separate and independent tort of bad faith, for which Mr. Williams is seeking extra-contractual damages, punitive damages and all other damages allowed by law.

22.

The acts and omissions of the Defendants set forth herein resulted in the prolonging of Mr. Williams' recovery time from the injuries he sustained in the accident at issue, causing him unnecessary pain and suffering for which recovery is sought in this action.

23.

The acts and omissions of the Defendants set forth herein caused Mr. Williams to suffer emotional distress, stress, anguish, worry, anxiety, inconvenience, embarrassment and other compensatory and consequential damages, for which recovery is sought in this cause.

WHEREFORE, PREMISES CONSIDERED, Clinton Williams request and demand judgment of and from the Defendants, Liberty Mutual Insurance Company and John Does 1-5, jointly and severally, for all actual and compensatory damages incurred, in an amount exceeding \$75,000.00 excluding interest, costs and attorneys' fees, including but not limited to damages for pain and suffering due to the increase of his recovery time from his injuries due to the Defendants' failure to provide medical care and for emotional distress, stress, worry, anxiety, mental anguish, inconvenience and aggravation, for damages for the bad faith of the Defendants, including but not limited to all extra-contractual and punitive damages, and for any other damages allowable under the law, pre-judgment interest, post-judgment interest and all costs, including attorneys fees. Mr. Williams further prays for any additional relief that may be allowable and recoverable at law or in equity, as well as any other relief the Court or a jury may deem appropriate.

RESPECTFULLY SUBMITTED, this the 14th day of July, 2010.

CLINTON WILLIAMS

By: 

S. ROBERT HAMMOND, JR.

S. ROBERT HAMMOND, JR. (MSB #3004)
S. Robert Hammond, Jr., PLLC
P.O. Box 471
Hattiesburg, MS 39403-0471
601-450-4499
601-450-1162 (fax)

MISSISSIPPI WORKERS' COMPENSATION COMMISSION

CLINTON D. WILLIAMS

CLAIMANT

v.

MWCC NO.: 0512926-j-4126-C

**STEVEN TANNER SERVICES, INC
and M.W. ROGERS CONSTRUCTION
COMPANY, LLC**

EMPLOYER

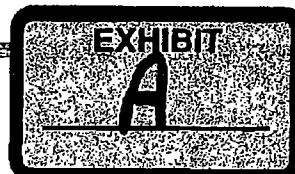
LIBERTY MUTUAL

CARRIER

ORDER APPROVING SETTLEMENT

THIS CAUSE having come on this day to be heard before the Commission on the Petition of Clinton Williams asking for authority to settle his workers' compensation claim under provisions of Section 9(i) of the Mississippi Workers' Compensation Law, said Petition having been joined and approved by Petitioner's attorney, S. Robert Hammond, Jr., Esq., and also joined and approved by Employer and Carrier, the Commission, after being fully advised in the premises, finds that Petitioner herein was on or about September 12, 2005, employed by Steven Tanner d/b/a Steven Tanner Services and that on or about said date, while in the course of his employment with Steven Tanner d/b/a Steven Tanner Services, while performing repairs at the Pat Peck Nissan in Biloxi, Mississippi, he sustained accidental injuries, including but not limited to injuries to both feet and a separation of his shoulder. The Commission further finds notice of the claim for the accidental injuries asserted by Petitioner was provided to Employer and Carrier in accordance with the requirements of the Mississippi Workers' Compensation Law.

The Commission further finds that Petitioner thereafter received professional services from Garden Park Medical Center, Mobile Infirmary Hospital, Dr. William Parks, Dr. Christopher Nichols, among others, and that it is the contention of the Petitioner that as a result of his employment with Employer, he sustained injuries, disabilities, loss of wage-earning



capacity and/or industrial loss. The Commission further finds that Petitioner reached maximum medical improvement on December 10, 2007 with impairment rating of 18% to the right lower extremity and 20% to the left lower extremity and claims of diminished earning capacity.

The Commission further finds Employer and Carrier have paid Fifteen Thousand Six Hundred and Sixty-Six and 95/100 Dollars (\$15,666.95) in compensation to Petitioner, and the sum of Two Hundred Fifty-Five Thousand, Two Hundred Twenty-Two and 93/100 Dollars (\$255,222.93) in medical compensation on behalf of Petitioner, for a total sum of Two Hundred Seventy Thousand, Eight Hundred Eighty-Nine and 88/100 Dollars (\$270,889.88).

The Commission further finds that the Petitioner represents and acknowledges that he has not received any Medicaid benefits for his alleged injury and states specifically that any Medicaid benefits which may have been paid on his behalf concern medical problems totally unrelated to the injuries for which claim has been made herein.

The Commission finds that there is a bona fide, legitimate dispute between Petitioner and his attorney on the one hand, and Employer and Carrier on the other hand, as to the Petitioner's average weekly wage, the nature and extend of disability, loss of wage-earning capacity and/or industrial loss, as a result of his job-related accidental injury, but notwithstanding these disputes, Employer and Carrier have offered and proposed to pay to Petitioner the sum of One Hundred Twenty-Eight Thousand, Two Hundred Ninety-Four and 00/100 Dollars (\$128,294.00), which amount includes funding of a self-administered Medicare Set-Aside in the amount of \$41,885.00, payment of said sum, is a complete and final settlement of any and all claims whether known or unknown, and including, but not limited to, claims for medical which Petitioner may now or hereafter have under provisions of the Mississippi Workers' Compensation Law arising out of or in any way associated with his employment with Steven Tanner d/b/a Steven Tanner Services on

and prior to the date hereof, with the exception of Clinton Williams' claims of bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company. It is the specific intent and agreement of the parties that any and all claims of Clinton Williams for bad faith under Mississippi law and for outrage under Alabama law are not released, are not part of this settlement, are not subject to any terms and conditions of this settlement and that Clinton Williams intends to continue pursuit of his claims for bad faith under Mississippi law and for outrage under Alabama law against Liberty Mutual Insurance Company.

The Commission further finds that S. Robert Hammond, Jr., Esq., attorney representing Petitioner, has recommended this be approved, and that Petitioner, himself, has asked that it be approved, and that based on the facts of this claim and considering the disputed nature of such facts, disputed amount of the Petitioner's average weekly wage and disputed disability respecting this claim, and also considering that Petitioner would nonetheless receive substantial benefits respecting this claim if the settlement be approved, the offered settlement as to work related injury claims is fair and reasonable under the circumstances. The Commission further finds that given the disputed and unliquidated nature of this claim, it would be to the Petitioner's best interest that he be authorized and empowered to make said settlement, that said settlement is just, fair, and proper, that said settlement payment would become a sum certain without discount, that the attorneys for the Petitioner have incurred expenses in the amount of \$12,282.56 in the prosecution of this claim and should be reimbursed for these expenses incurred from the proceeds of this settlement, and that attorney's fees in the amount of \$17,281.81, representing fees paid on one-half of the indemnity portion of the settlement, \$86,409.00, at a rate of 15% pursuant to Alabama law and on one-half of the indemnity settlement at a rate of 25% pursuant to Mississippi law, of the sum to be received by Petitioner if this settlement be approved, agreed

to be paid to him is in accordance with the Mississippi Workers' Compensation Commission. It is, therefore,

ORDERED AND ADJUDGED that Clinton Williams be, and he is hereby authorized and empowered to settle his claim against Steven Tanner d/b/a Steven Tanner Services, Employer and Liberty Mutual Insurance Company, Carrier, at and for the sum of One Hundred Twenty-Eight Thousand, Two Hundred Ninety-Four and 00/100 Dollars (\$128,294.00), which includes a Medicare Set-Aside amount of Forty-One Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$41,885.00), said sum, complete and final settlement of any and all claims whether known or unknown, and including, but not limited to, claims for medical, that he may now or hereafter have under provisions of the Mississippi Workers' Compensation Law against Steven Tanner d/b/a Steven Tanner Services, Employer and Liberty Mutual Insurance Company, Carrier, and either of them because of or in any way connected with his employment with Steven Tanner d/b/a Steven Tanner Services on and prior to the date hereof, with the exception of Clinton Williams claims of bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company, as it is the specific intent and agreement of the parties that any and all claims of Clinton Williams for bad faith under Mississippi law and for outrage under Alabama law are not released, are not part of this settlement, are not subject to any terms and conditions of this settlement and that Clinton Williams intends to continue pursuit of his claims for bad faith under Mississippi law and for outrage under Alabama law against Liberty Mutual Insurance Company, and that upon payment to Clinton Williams of the sum of One Hundred Twenty-Eight Thousand, Two Hundred Ninety-Four and 00/100 Dollars (\$128,294.00), which includes a Medicare Set-Aside amount of Forty-One Thousand Eight Hundred Eighty Five and 00/100 Dollars (\$41,885.00), Steven Tanner d/b/a Steven Tanner Services, Employer, and

Liberty Mutual Insurance Company, Carrier, shall stand forever fully discharged and acquitted of and from any and all claims including, but not limited to, claims for medical, that he may now or hereafter have against them jointly and severally because of or in any way connected with his employment with Steven Tanner d/b/a Steven Tanner Services on and prior to the date hereof, with the exception of Clinton Williams claims of bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company, as it is the specific intent and agreement of the parties that any and all claims of Clinton Williams for bad faith under Mississippi law and for outrage under Alabama law are not released, are not part of this settlement, are not subject to any terms and conditions of this settlement and that Clinton Williams intends to continue pursuit of his claims for bad faith under Mississippi law and for outrage under Alabama law against Liberty Mutual Insurance Company and the same is hereby approved.

IT IS FURTHER ORDERED AND ADJUDGED that Petitioner is authorized to pay unto his attorneys the sum of \$12,282.56 from the proceeds of the settlement remaining after the Medicare Set-Aside is funded, or \$86,409.00, for expenses incurred in prosecuting this claim and is further authorized to pay his attorney, S. Robert Hammond, Jr., the sum of \$17,281.81, out of the remaining proceeds from said settlement.

IT IS FURTHER ORDERED AND ADJUDGED that Petitioner is hereby authorized and empowered to execute any releases, receipts, and other instruments required by Employer and Carrier to evidence their complete release, acquittance, and discharge herein, with the exception of the Petitioner's claims for bad faith under Mississippi law and outrage under Alabama law against Liberty Mutual Insurance Company as described in more detail herein.

SO ORDERED AND ADJUDGED, this 3rd day of March, 2010.



ATTEST:

Phyllis C. Clark

Phyllis C. Clark, Secretary

MISSISSIPPI WORKERS' COMPENSATION
COMMISSION

BY:

Robert Williams

COMMISSIONER

COMMISSIONER

Augustus L. Collins

COMMISSIONER

MWCC NO. 101782

THIS ORDER PREPARED BY:

REGINA F. CASH
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Facsimile: (251) 626-8928
Attorney for Employer and Carrier

AGREED AND APPROVED:

Clinton Williams

Clinton Williams, Claimant

S. Robert Hammond, Jr.

S. Robert Hammond, Jr. (MSB #3004)
Attorney for Claimant

0. /2010 FRI 14:23 FAX 6012645660

0003/003

MISSISSIPPI WORKERS' COMPENSATION
COMMISSION

BY:

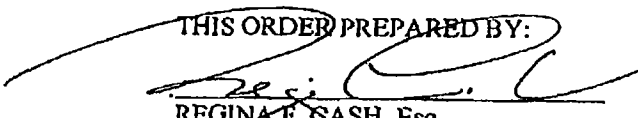
COMMISSIONER

COMMISSIONER

COMMISSIONER

MWCC NO. 101782

THIS ORDER PREPARED BY:


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Attorney for Employer and Carrier

AGREED AND APPROVED:

Clinton Williams, Claimant

S. Robert Hammond, Jr. (MSB #3004)
Attorney for Claimant

CIVIL CASE DISPOSITION REPORT

IN THE _____ COURT OF _____ COUNTY, MISSISSIPPI

JUDICIAL DISTRICT, CITY OF _____

Docket No. 2010 - 136 1 Docket No. If Filed
 File Yr. Chronological No. Clerk's Local ID Prior to 1/1/94 _____

Dispositive of all Parties? ☐ Yes ☐ No, only the following Party(ies) _____

☐ No, only the following Attorney(s) _____

Name Bar No.

Enter Ruling Judge Bar No. _____ OR Ruling Judge Name _____

Date of Disposition 08 / 20 / 10
 Month Day Year

Action: ☐ Ruling on Motion ☐ Ex Parte ☐ Temporary Hearing
☐ Contempt/Modification ☐ Settlement Conference ☐ Pre-Trial Conference
☒ Case Administration ☐ Discovery other than Motion ☐ Bench Trial
☐ Jury Trial ☐ Mediation Ordered

Damages Awarded: Compensatory: \$ _____ Punitive: \$ _____

(List Amount or Range Letter):

Range A = 1¢-\$500 Range B = \$501-1,000 Range C = \$1,001-10,000 Range D = \$10,001-50,000 Range E = \$50,001-100,000
 Range F = \$100,000-500,000 Range G = \$500,000-1,000,000 Range H = \$1,000,000+ Range O = -0-

Method of Disposition:

<input type="checkbox"/> Default Judgment	<input type="checkbox"/> Final Judgment/Decree	<input type="checkbox"/> Bankruptcy Discharged
<input type="checkbox"/> Summary Judgment	<input type="checkbox"/> Judgment by Stipulation	<input type="checkbox"/> Estate Closed
<input type="checkbox"/> Dismissed without Prejudice	<input type="checkbox"/> Agreed Judgment	<input type="checkbox"/> Fiduciary Appointed
<input type="checkbox"/> Dismissed with Prejudice	<input type="checkbox"/> Orig. Judgment Modified	<input type="checkbox"/> Guardian/Conservatorship Appointed
<input type="checkbox"/> Dismissed, Lack of Prosec.	<input type="checkbox"/> Vacating Previous Ruling	<input type="checkbox"/> Protective Order (Check if Domestic Violence)
<input type="checkbox"/> Dismissed by Agreement	<input type="checkbox"/> New Trial Granted	<input type="checkbox"/> Commitment
<input type="checkbox"/> Change of Venue	<input type="checkbox"/> Foreign Judgment Closed	<input type="checkbox"/> Garnishment Issued
<input type="checkbox"/> Transferred	<input type="checkbox"/> Satisfaction of Judgment	<input type="checkbox"/> Garnishment Abeyance Order Issued
<input checked="" type="checkbox"/> Removed to Fed. Court	<input type="checkbox"/> Drivers License Reins./Hard.	<input type="checkbox"/> Garnishment Canceled: Bankruptcy
<input type="checkbox"/> Writ Issued	<input type="checkbox"/> Canceled	<input type="checkbox"/> Letters Rogatory
<input type="checkbox"/> Affirmed on Appeal	<input type="checkbox"/> Order of Mediation	<input type="checkbox"/> Case Consolidation
<input type="checkbox"/> Not Entered Yet	<input type="checkbox"/> Other(list) _____	

Was Child Support ordered in the disposition of the current matter? ☐ Yes ☐ No
 If "Yes" was checked, make sure that Child Support Information Sheet was completed and submitted with the Civil Case Filing Form.